

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM)	MONDAY, THE 7 TH
)	
JUSTICE PEPALL)	DAY OF DECEMBER, 2009

BETWEEN:

GENERAL MOTORS CORPORATION

Plaintiff

- and -



NIAGARA MACHINE PRODUCTS CORPORATION

Defendant

ORDER

THIS MOTION, made by Zeifman Partners Inc., in its capacity as the Court-appointed Receiver and Manager (the "**Receiver**") of the property, assets and undertaking of Niagara Machine Products Corporation ("**NMPC**"), for an Order for the relief set out in its Notice of Motion dated November 20, 2009 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report to the Court of the Receiver dated November 20, 2009 (the "**Third Report**"), the affidavits of the Receiver and its legal counsel as to their respective fees and disbursements (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served:

1. **THIS COURT ORDERS** that the conduct and activities of the Receiver as set out in the Third Report are hereby approved.
2. **THIS COURT ORDERS** that the Third Report is hereby approved.

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Receiver and its legal counsel, as set out in the Third Report and the Fee Affidavits, are hereby approved.

4. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to pay its professional fees and disbursements and the professional fees and disbursements of its legal counsel in the amounts set out in the Third Report and the Fee Affidavits.

5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to retain CAD \$75,000.00 (the "**Holdback**") on account of the future professional fees and disbursements to be incurred by the Receiver and its legal counsel until the date of the Receiver's discharge as evidenced by the filing of a Receiver's Certificate (as defined below).

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute \$1,700,000 CAD to St. Catharines Machine Products Inc. ("**SCMPI**") in satisfaction of its secured claim against NMPC in accordance with paragraph 3(c) of the Wind-Down Agreement dated December 22, 2008 and approved by the Order of the Honourable Madam Justice Pepall dated December 22, 2008.

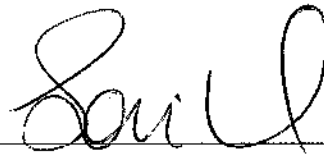
7. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute the remaining funds in the within estate to General Motors LLC ("**GM**") in partial satisfaction of its secured claims against NMPC subject to filing with the Court evidence of its entitlement.

8. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to pay, subsequent to its discharge as evidenced by the filing of the Receiver's Certificate (as defined below) with this Honourable Court, any remaining amount of the Holdback to GM in partial satisfaction of its secured claims against NMPC.

9. **THIS COURT ORDERS** that the Agreement of Purchase and Sale dated April 8, 2009 between the Receiver and Revstone Industries, LLC and the Auction Services Agreement dated June 19, 2009 between the Receiver and Premier Asset Recovery Group, LLC, which were sealed pursuant to the Orders of the Honourable Madam Justice Pepall dated May 8, 2009 and July 2, 2009, respectively, be and they are hereby unsealed and shall form part of the public record in this proceeding.

10. **THIS COURT ORDERS** that, upon the Receiver paying the amounts set out in the Third Report and the Fee Affidavits and upon the Receiver filing with this Honourable Court a certificate certifying that it has completed all duties relating to the administration of the receivership in the form attached hereto as Schedule "A" (the "**Receiver's Certificate**"), the Receiver is discharged as Receiver of the property, assets and undertaking of NMPC, provided that, notwithstanding its discharge herein, the Receiver shall (i) remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (ii) continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceeding in favour of Zeifman Partners Inc. in its capacity as Receiver.

11. **THIS COURT ORDERS** that the Receiver's costs of this motion shall be payable on a substantial indemnity scale from the estate herein.

A handwritten signature in black ink, appearing to read "Saul", is written over a horizontal line.

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DEC 07 2009

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Schedule A – Form of Receiver’s Certificate

Court File No. CV-08-79415-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

GENERAL MOTORS CORPORATION

Plaintiff

- and -

NIAGARA MACHINE PRODUCTS CORPORATION

Defendant

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice dated December 22, 2008, Zeifman Partners Inc. was appointed as the Receiver and Manager (the “**Receiver**”) of the property, assets and undertaking of Niagara Machine Products Corporation (“**NMPC**”).

B. Pursuant to an Order of the Honourable ► Justice ► of the Ontario Superior Court of Justice dated December 7, 2009 (the “**Discharge Order**”), the Receiver was discharged as Receiver over the property, assets and undertaking of NMPC upon the Receiver paying the amounts set out in the Third Report and the Fee Affidavits and upon the Receiver filing with this Honourable Court a certificate certifying that it has completed all duties relating to the

administration of the receivership in the form attached hereto as Schedule "A" to the Discharge Order.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Receiver has paid the amounts set out in the Third Report and the Fee Affidavits.
2. The Receiver has completed all duties relating to the administration of the receivership.
3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**ZEIFMAN PARTNERS INC., in its capacity
as the Court-appointed Receiver and
Manager, without security, of the property,
assets and undertaking of Niagara Machine
Products Corporation, with no personal or
corporate liability.**

Per: _____

Name: Allan Rutman

Title: President

GENERAL MOTORS CORPORATION

Applicant

and

NIAGARA MACHINE PRODUCTS CORPORATION
Respondent

Court File No.: CV-08-7915-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

ORDER

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Lawyers for Zeifman Partners Inc., in its capacity as the
Court-appointed Receiver and Manager, without security, of
all of the property, assets and undertaking of Niagara
Machine Products Corporation